



Dkt. 43966-CB/JPW/BJA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Graham P. Allaway et al.

Serial No.: 09/904,356 Examiner: J.S. Parkin, Ph.D.

Filed : July 12, 2001 Group Art Unit: 1648

For : METHODS FOR ASSAYING INHIBITION OF HIV-1 ENVELOPE GLYCOPROTEIN-MEDIATED MEMBRANE FUSION

30 Rockefeller Plaza, 20<sup>th</sup> Fl.  
New York, New York 10112

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA, 22323-1450

Sir:

TERMINAL DISCLAIMER

Progenics Pharmaceuticals, Inc., a corporation of the state of Delaware, having a place of business at 770 Old Saw Mill River Road, Tarrytown, Westchester, NY 10591, ("Progenics") is the assignee of the entire right, title and interest in the above-identified application by virtue of an assignment of U.S. Serial No. 08/973,601, filed March 16, 1998, now U.S. Patent 6,261,763, issued July 17, 2001, of which the above-identified application is a continuation, which assignment was recorded in the U.S. Patent and Trademark Office on March 16, 1998 at Reel No. 9079, Frames 0564-0569, a copy of which is attached hereto as **Exhibit 1**.

Progenics is also the assignee of the entire right, title and interest in U.S. Patent No. 7,118,859, issued October 10, 2006, by virtue of an assignment of U.S. Serial No. 09/118,415, filed April 5, 2002, now abandoned, which assignment was recorded in the U.S. Patent and Trademark Office on October 7, 1998 at Reel No. 9518, Frames 0698-0703, a copy of which is attached hereto as **Exhibit 2**.

Applicants: Graham P. Allaway et al.  
Serial No.: 09/904,356  
Filed : July 12, 2001  
Page : 2 of 3 of Terminal Disclaimer

Progenics hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent granted on the above-identified application and which would extend beyond the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 of U.S. Patent No. 7,118,859 and hereby agrees that any patent issued from the subject application shall be enforceable only for and during such period that the legal title to such patent shall be the same as the legal title to U.S. Patent No. 7,118,859, this agreement to run with any patent granted on the subject application and to be binding upon the grantee, its successors and assigns.

In making the above disclaimer, Progenics does not disclaim the terminal portion of the term of any patent granted on the subject application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent No. 7,118,859 in the event that such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

I have reviewed the assignments attached hereto and certify that, to the best of my knowledge and belief, Progenics is the assignee of all right, title and interest in and to the subject application and U.S. Patent No. 7,118,859. I further certify that I am authorized to sign on behalf of Progenics.

Applicants: Graham P. Allaway et al.  
Serial No.: 09/904,356  
Filed : July 12, 2001  
Page : 3 of 3 of Terminal Disclaimer

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that any such willful false statement and the like so made is punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that any such willful false statement may jeopardize the validity of the application or any patent issuing thereon.

Date: 11-AUG-2009

Progenics Pharmaceuticals, Inc.

By: 

Mark R. Baker  
Executive Vice President - Corporate,  
Progenics Pharmaceuticals, Inc.

# **EXHIBIT 1**



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JUNE 04, 1998

PTAS

RECEIVED  
COOPER & DUNHAM LLP



\*100681684A\*

JUN 11 1998

~~RECEIVED~~  
UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/16/1998

REEL/FRAME: 9079/0564  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ALLAWAY, GRAHAM P.

DOC DATE: 02/15/1998

ASSIGNOR:

LITWIN, VIRGINIA M.

DOC DATE: 03/02/1998

ASSIGNOR:

MADDON, PAUL J.

DOC DATE: 02/26/1998

ASSIGNEE:

PROGENICS PHARMACEUTICALS, INC.  
777 OLD SAW MILL RIVER ROAD  
TARRYTOWN, NEW YORK 10591

SERIAL NUMBER: 08973601

FILING DATE: 03/16/1998  
PATENT NUMBER:

ISSUE DATE:

SHAREILL COLES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

3-16-98

04-08-1998

MAR 19 1998

43966-C-PCT-US/JPW/A  
Docket No. \_\_\_\_\_

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Original documents or copy thereof.

100681684

FORM PTO-1595 (Substitute)  
(Rev. 8-96)

To the Honorable Commissioner of P

1. Name of conveying party(ies):

Graham P. Allaway  
Virginia M. Litwin  
Paul J. Maddon

Additional name(s) of conveying party(ies) attached?

 Yes  No

3. Nature of Conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other	

Execution Date(s): 2/15/98; 3/2/98; 2/26/98.

2. Name and address of receiving party(ies):

Name: Progenics Pharmaceuticals, Inc.

Internal Address: \_\_\_\_\_

Street Address: 777 Old Saw Mill River Road

City/State/Zip: Tarrytown, New York 10591

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is/are: \_\_\_\_\_

A. Patent Application No.(s) 08/973,601

Filed December 8, 1997

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John P. White, Esq.

Internal Address: \_\_\_\_\_

Street Address: Cooper &amp; Dunham LLP

1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-3125

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Albert Wai-Kit Chan  
Name of Person SigningAlbert Wai-Kit Chan  
Signature

March 13, 1998

Date

I hereby certify that this correspondence is being deposited this date with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Albert Wai-Kit Chan 3/13/98  
Albert Wai-Kit Chan Date  
Reg. No. 36,479

Total Number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington D.C. 20231

# Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,

Graham P. Allaway, Virginia M. Litwin, and Paul J. Maddon, residing at 10 Smilie Avenue, Moreton Merseyside, L46 6BL, England, and 5881 Buttonvale Road, Fayetteville, New York, U.S.A., and 64 Ridgeview Terrace, Elmsford, New York, U.S.A., respectively.

**Hereby sell, assign and transfer to Progenics Pharmaceuticals, Inc.**

a corporation of the State of Delaware having a place of business at 777 Old Saw Mill River Road Tarrytown in the County of Westchester and State of New York 10591, U.S.A its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on

and is entitled  
Graham P. Allaway - 2/15/98;  
Virginia M. Litwin - 3/2/98; and  
Paul J. Maddon - 2/26/98.

METHODS FOR USING RESONANCE ENERGY TRANSFER-BASED ASSAY OF HIV-1 ENVELOPE GLYCOPROTEIN-MEDIATED MEMBRANE FUSION, AND KITS FOR PRACTICING SAME

(U.S. Serial No. 08/973,601, Filed December 8, 1997)

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, their successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 2/15 1998

Graham P. Allaway /

[L.S.]

Witness: John Doe

William Olsen

## 21 From Com

Montgomery, NY 10540

Date: 1998

Virginia M. Litwin

[L.S.]

Witness:

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

[L.S.]

Date: 1998

Graham P. Allaway

Witness: \_\_\_\_\_

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\_\_\_\_\_

Virginia M. Litwin [L.S.]

Date: 1998

Virginia M. Litwin

Witness: Richard P. Allaway

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: 2/26 1998  
Witness: William C. C.  
William C. C.  
21 Fawn Court  
Ossining NY 10562

Paul J. Madden Page 3  
I.S.:  
Paul J. Madden

ASSIGNMENT BY

Graham P. Allaway, Virginia M.  
Litwin and Paul J. Maddon

- to -

PROGENICS PHARMACEUTICALS, INC.

Application for Letters Patent of  
the United States for:  
**METHODS FOR USING RESONANCE ENERGY  
TRANSFER-BASED ASSAY OF HIV-1 ENVELOPE  
GLYCOPROTEIN-MEDIATED MEMBRANE FUSION,  
AND KITS FOR PRACTICING SAME**

Attorney ~~XXX~~ John P. White

Cooper & Dunham LLP  
1185 Avenue of the Americas  
New York, N.Y. 10036  
212-274-0400

## **EXHIBIT 2**



**UNITED STATES DEPARTMENT OF COMMERCE**

**Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

Tran

FEBRUARY 09, 1999

PTAS

COOPER & DUNHAM LLP  
JOHN P. WHITE, ESQ.  
1185 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036

CGS 10/07/1998



\*100857615A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/07/1998

REEL/FRAME: 9518/0698

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LITWIN, VIRGINIA M.

DOC DATE: 09/02/1998

ASSIGNOR:

ALLAWAY, GRAHAM P.

DOC DATE: 09/02/1998

ASSIGNOR:

MADDON, PAUL J.

DOC DATE: 09/02/1998

ASSIGNEE:

PROGENICS PHARMACEUTICALS, INC.  
777 OLD SAW MILL RIVER ROAD  
TARRYTOWN, NEW YORK 10591

SERIAL NUMBER: 09118415

FILING DATE: 07/17/1998

PATENT NUMBER:

ISSUE DATE:

SHIRLIE SIMON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-22-1998

48965-A-PCT-US/JPW/AKC  
Docket No. \_\_\_\_\_FORM PTO-1595  
(Rev. 8-96)

100857615

1 COVER SHEET  
ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Virginia M. Litwin  
Graham P. Allaway  
Paul J. Madden

2. Name and address of receiving party(ies):

Name: Progenics Pharmaceuticals, Inc.

Internal Address: \_\_\_\_\_

Street Address: 777 Old Saw Mill River Road

Additional name(s) of conveying party(ies) attached?

 Yes  No

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date(s): 9/2/98; 9/2/98; 9/2/98

City/State/Zip: Tarrytown, New York 10591

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is/are: \_\_\_\_\_

A. Patent Application No.(s) 09/118,415  
Filed July 17, 1998

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John P. White, Esq.

Internal Address: \_\_\_\_\_

Street Address: Cooper & Dunham LLP  
1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-3125

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Albert Wai-Kit Chan

Name of Person Signing

Albert Wai-Kit Chan

Signature

October 7, 1998

Date

I hereby certify that this correspondence is being deposited this date with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Albert Wai-Kit Chan 10/7/98  
Albert Wai-Kit Chan Date  
Reg. No. 36,479

Total Number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

## Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, Virginia M. Litwin, Graham P. Allaway, and Paul J. Maddon residing at 5881 Buttonvale Road, Fayetteville, New York 13066, U.S.A.; 6 Fairfax Drive, Wilmslow, Cheshire SK9 6EY, United Kingdom; and 60 Haven Avenue Apartment No. 25-C, New York, New York 10032, U.S.A.; respectively.

Hereby sell, assign and transfer to Progenics Pharmaceuticals, Inc.

a corporation of the State of  
Delaware having a place of business at 777 Old Saw Mill River Road  
Tarrytown in the County of Westchester and State of New York 10591, U.S.  
its successors, assigns and legal representatives, the entire rights, title and interest for all  
countries, in and to any and all inventions which are disclosed and claimed, and any and all  
inventions which are disclosed but not claimed, in the application for United States Patent,  
which has been executed by the undersigned on September 2, 1998; and is entitled  
September 2, 1998; and  
September 2, 1998.

COMPOUNDS CAPABLE OF INHIBITING HIV-1 INFECTION  
(U.S. Serial No. 09/118,415, Filed July 17, 1998, a continuation of PCT  
International Application No. PCT/US97/00758, Filed January 17, 1997, a  
continuation-in-part of U.S. Serial No. 08/587,458, filed January 17, 1996)

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all  
other applications for U.S. Letters Patent or other related property rights in any and all  
foreign countries which have been or shall be filed on any of said inventions disclosed in said  
application; and in and to all original and reissued patents or related foreign documents which  
have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said  
Assignee, the corporation above named, their successors, assigns and legal representatives, in  
accordance with this assignment, any and all United States Letters Patent on said inventions  
or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

[L.S.]

Date: \_\_\_\_\_ 19 \_\_\_\_\_ Virginia M. Litwin  
Witness: \_\_\_\_\_

Date: 2 September 1998 Graham P. Allaway  
Witness: M. D. Leek  
MICHAEL D. LEEK  
57 CLAYDON COTTAGE  
CHESTERSHIRE WA3 6FA.

[L.S.]

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 9-3 1991

1998 Virginia M. Litwin

[L.S.]

Witness: Ronald L. Erman

Richard T. Regan

5551 B. Honnale Road

Fayetteville, N.Y. 13066

Date: 19

Graham P. Allaway

[L.S.]

Page 3

115

Date: September 2 1978

Witness: William Olson  
William Olson  
21 Fawn Court  
Ossining NY 10560

Date: \_\_\_\_\_ 19

Witness: \_\_\_\_\_

[L.S.]

Date: \_\_\_\_\_ 19

Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[L.S.]

## **EXHIBIT B**